

Conciliation Agreement

October 25, 2018

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**BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION**

SHAC No. H-1-18-001 and H-1-18-002
) HUD No. 04-18-0925-8 and 04-18-0924-8

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

[REDACTED]
5 Longview Lane
Kingsport, Tennessee 37660

Complainant,

vs.

Vacation Time of Hilton Head,

Respondent.

CONCILIATION AGREEMENT

This compromise Conciliation Agreement (hereinafter "Conciliation Agreement") is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant") and Vacation Time of Hilton Head (hereinafter "Respondent").

WHEREAS, two verified complaints were filed on January 30, 2018 by the Complainant against multiple respondents, including Respondent, alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development ("HUD") under the Federal Fair Housing Act, as amended.

I. CASE SYNOPSIS

The Complainant alleged that individuals and entities – not including Respondent – refused to grant her a reasonable accommodation in that she was not allowed to have her Emotional Support Animal on the premises of Seaside Villas I and II, which are condominium complexes located in Hilton Head Island, South Carolina. Respondent does not establish any policies of Seaside Villas I or II, and acts as a property manager for those two complexes, as well as acting on behalf of some of the condominium owners – not including Complainant – when they wish to rent their condominiums to others, typically for less than one week. Respondent at

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no point prohibited Complainant from having her Emotional Support Animal on the premises of Seaside Villas I or II, and does not have the power or authority to either permit or prevent her from doing so.

Respondent denies having discriminated against Complainant, or to being a proper party to this complaint, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely recital.

- A. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Conciliation Agreement both Complainant and Respondent state that they have had the opportunity to seek legal counsel regarding the effects of this Conciliation Agreement.
- C. This Conciliation Agreement fully and completely resolves all issues arising out of SCHAC Cases H-1-18-001 and H-1-18-002; and HUD Cases 04-18-0925-8 and 04-18-0924-8 through the effective date of this Agreement. The Commission and the Complainant will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of this charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of the South Carolina Human Affairs Commission (SCHAC), is binding upon Respondent, its employees, successors and all others in active concert with them in ownership or operation of Vacation Time of Hilton Head.

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- E. It is understood that, pursuant to Section 31-21-120(D) of the South Carolina Fair Housing Law, upon approval of this Conciliation Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Conciliation Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondent made pursuant to the South Carolina Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and SCHAC upon a determination that Complainant and Respondent have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of such occurrences in the future, including, but not limited to the following:

- A. Respondent agrees to comply with all federal and state housing laws in any housing arrangement to which those laws apply.
- B. Respondents agree to continue to consistently apply their standards for acceptance and rejection of housing.
- C. Respondent agrees to continue to allow any qualified person the right to rent or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or natural origin as to any housing arrangement to which federal and state housing laws apply.
- D. Respondents agree to fair housing training to be conducted by the South Carolina Human Affairs Commission or qualified Fair Housing instructor within one year of the execution of this Agreement and on a date agreed upon by all parties. The training is to include all employees who interact with potential housing applicants as applicable.
- E. Complainant and Respondent agree that the Commission shall monitor

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compliance with the terms and conditions specified in this Conciliation Agreement for a six-month period. As part of such monitoring, the Commission may inspect Respondent's pertinent records and practices and interview witnesses associated with the future compliance events described in this Conciliation Agreement. Respondent agrees to provide its full cooperation, within reason, in any monitoring review undertaken by the Commission to ensure compliance with this Conciliation Agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondent and Respondent's employees, agents, successors, insurers, and assigns from any and all claims which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Conciliation Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Conciliation Agreement in the event that Respondent fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Conciliation Agreement. The Commission shall determine whether Respondent has complied with the terms of this Conciliation Agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be give a reasonable period to remedy such non-compliance.
- B. Complainant and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

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VII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U.S.C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G, the Commission may, from time to time, review compliance with the Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE

This Conciliation Agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

 Respondent on behalf of Vacation Time of Hilton Head

11-12-18
 Date

 Complainant

11/13/18
 Date

 Conciliator

11-13-2018
 Date

Raymond Buxton II
 Raymond Buxton II, Commissioner
 Approved on behalf of the Commission

11-19-18
 Date